



Hawaii Public Housing Authority
State of Hawaii

IFB CMS-2011-33

Invitation-For-Bids to Provide Operational & Preventive
Maintenance Services for the New STP at Kupuna Home
O`Waialua

Note: If this Invitation for Bids (IFB) was downloaded from the Hawaii Public Housing Authority's website, each interested respondent must provide the necessary contact information to the listed IFB Coordinator to be notified of any changes. For your convenience, you may download the IFB Sign-In, complete and email, fax or mail to the IFB Coordinator. The HPHA shall not be responsible for any missing addenda, clarifications, attachments or other information regarding this IFB if a proposal is submitted from an incomplete bid offer.

Issued January 2012



NEIL ABERCROMBIE
GOVERNOR



HAKIM OUANSAFI
EXECUTIVE DIRECTOR

BARBARA E. ARASHIRO
EXECUTIVE ASSISTANT

STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES
HAWAII PUBLIC HOUSING AUTHORITY
1002 NORTH SCHOOL STREET
HONOLULU, HAWAII 96817

Notice to Bidders
(Chapter 103D, Hawaii Revised Statutes)

INVITATION FOR BIDS (IFB) IFB CMS-2011-33

Notice is hereby given that pursuant to Chapter 103D, Hawaii Revised Statutes ("HRS"), the Hawaii Public Housing Authority (HPHA), will be accepting sealed bids for: **Providing operational and preventive maintenance services for the new sewage treatment plant at Kupuna Home O'Waialua.**

The Invitation for Bids, Specifications, and Bid Offer Form may be picked up at the HPHA's Construction Management Branch on Oahu located at 1002 North School Street, Building C, Honolulu, Hawaii 96817 beginning January 20, 2012 or downloaded from the HPHA website at www.hcdch.hawaii.gov.

Sealed bid offers must be received at the HPHA's Central Files Office located on Oahu at 1002 North School Street, Building D, Honolulu, Hawaii 96817 no later than 2:00 p.m. Hawaii Standard Time (HST) on February 6, 2012. Opening of bids will commence at 2:15 p.m. HST at the HPHA's Construction Management Branch Office, 1002 North School Street, Building C, Honolulu, Hawaii 96817 on February 6, 2012.

The HPHA will conduct a Pre-Bid Conference on January 26, 2012 at the Kupuna Home O'Waialua Community Center, 67-088 Goodale Avenue, Waialua, Hawaii 96791 at 10:00 a.m., HST. All interested bidders are strongly encouraged to attend.

The HPHA reserves the right to reject any or all bids and to accept the bids in whole or part in the best interest of the State.

HAWAII PUBLIC HOUSING AUTHORITY

Hakim Ouansafi
Executive Director



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Section 1

Administrative Overview

Section 1

Administrative Overview

I. Authority

This Invitation-for-Bids (IFB) is issued under the provisions of the Chapter 103D, HRS and the related administrative rules. The United States Department of Housing and Urban Development's (HUD) regulations shall apply when the executed Contract includes an allocation of Federal funds. Prospective bidders are charged with presumptive knowledge of all requirements of the cited authorities. Submission of a valid executed bid by any prospective bidder shall constitute admission of such knowledge on the part of such prospective bidder.

II. IFB Organization

This IFB is organized into five (5) sections:

- Section 1 Administrative Overview – Provides interested bidders with an overview of the procurement process.
- Section 2 Service Specifications – Provides interested bidders with a general description of the tasks to be performed, delineates applicant responsibilities, and defines deliverables, as applicable.
- Section 3 Bid Proposal – Describes the required format and content for the bid.
- Section 4 Bid Evaluation – Describes how the bids will be evaluated by the HPHA.
- Section 5 Attachments

III. Contracting Office

The Contracting Office is responsible for overseeing the procurement and issuing the Contract resulting from this IFB. The Contracting Office is:

Hawaii Public Housing Authority
Contract and Procurement Office
1002 North School Street
Honolulu, Hawaii 96817
Telephone: (808) 832-6038 Fax: (808) 832-6039

The IFB Coordinator or his/her designated representative listed below:

Mitchell Kawamura
Construction Management Branch
1002 N. School Street, Bldg. C
Honolulu, Hawaii 96817
Telephone: (808) 832-5373 Fax: (808) 832-6030

Email: Mitchell.H.Kawamura@hawaii.gov

The HPHA reserves the right to change the IFB Coordinator without prior written notice.

The Construction Management Branch (CMB) is the office responsible for monitoring the Contract. The designated Contract Administrator or his/her designated representative is responsible for monitoring the activities performed under the Contract and is listed as follows:

Construction Management Branch
1002 North School Street, Bldg. C
Honolulu, Hawaii 96817 Telephone: (808) 832-5373

Any changes to the Contract Administrator or his/her designated representative shall be provided in writing to the Contractor. The HPHA reserves the right to change the Contract Administrator and shall be responsible to notify the Successful Bidder of any change.

IV. Procurement Timeline

<u>Activity</u>	<u>Scheduled Dates</u>
Public notice announcing IFB	January 20, 2012
Distribution of bid specs/bid offer form	January 20, 2012
Pre-Bid Conference	January 26, 2012
Written questions deadline	January 31, 2012
Bid opening	February 6, 2012
Notice of award	February 2012
Contract execution	February 2012
Contract start date	March 1, 2012

The HPHA reserves the right to amend or revise the timetable without prior written notice. The Contract execution and start date are subject to the availability and release of funds. No services shall be provided prior to the execution of a Contract.

V. Pre-Bid Conference

Interested bidders are strongly encouraged to attend an optional Pre-Bid Conference on January 26, 2012 at the Kupuna Home O'Waiialua Community Center, 67-088 Goodale Avenue, Waiialua, Hawaii, 96791 at 10:00 a.m., HST. Interested bidders are strongly encouraged to attend.

Impromptu questions will be permitted at the Pre-Bid Conference and site visitation and verbal answers will be provided. Verbal answers provided by the HPHA are not binding and only intended for general direction purposes. Formal official written responses to substantive questions will be provided in writing to each interested bidder as set forth in Section VI below not later than February 1, 2012. Any changes required will be issued as an addendum to the IFB.

VI. Submission of Questions

Interested bidders may submit questions to the IFB Coordinator identified in Section III of this IFB as previously listed. The deadline for submission of written questions is 4:30 p.m. HST on January 2012. All written questions will receive a written response from the HPHA. The HPHA does not guarantee receipt of questions submitted via electronic mail. The HPHA's responses to the interested bidders' written questions will be sent to all interested bidders via mail, electronic mail, or facsimile not later than January 31, 2012 or as soon as practicable.

VII. Submission of Sealed Bids

- A. **Forms/Formats.** Bid Offer Form is attached as Attachment 3 of this IFB. See Attachment 3.
- B. **Bid Submittal.** Sealed bids must be postmarked by United States Postal Service (USPS) or hand delivered by the date and time designated in the procurement timeline. Any bid offers post-marked or received after the designated date and time shall be rejected. Note that postmarks must be by the USPS or the bid offer will be considered hand-delivered and shall be rejected if late. **Electronic mail and facsimile transmissions of the Bid Offer shall not be accepted.**

Bid offers must be submitted in a sealed envelope and properly identified as a sealed bid offer in response to this IFB. Any bid documents not properly sealed or submitted via electronic mail or facsimile shall be automatically rejected. There shall be no exceptions to this requirement.

- C. **Wages and Labor Law Compliance** – Prior to entering into a Contract in excess of \$25,000, the interested bidder shall certify compliance with section 103-55, HRS, Wages, hours, and working conditions of employees of contractors performing services. Section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Interested bidders are further advised that in the event of an increase in wages for public employees performing similar work during the period of the Contract, the Contractor shall be obligated to provide such increased wages.

Interested bidders shall complete and submit the attached Wage Certification certifying that the services required will be performed pursuant to section 103-55, HRS. See Attachment 2.

The Successful Bidder shall be further obligated to notify their employees performing work under this Contract regarding the provisions of section 103-55, HRS, and the current wage rates for public employees performing similar work. The Successful Bidder may meet this obligation by posting a written notice to this effect in the Successful Bidder's place of business in an area accessible to all employees.

Interested bidders are strongly encouraged to account for salary increases as posted by the State Department of Human Resources Development (DHRD). The **HPHA will consider requests for increases as a result of wage increases to public officers and employees during the Contract period or any option period that is not published.** At the release of this solicitation, the effective wages through July 1, 2008 for State employees performing similar work have been published by the DHRD.

- D. Confidential Information.** If an interested bidder believes that any portion of a bid contains information that should be withheld as confidential, the interested bidder shall request in writing nondisclosure of designated proprietary data to be confidential and provide justification to support confidentiality. Such data shall accompany the bid, be clearly marked, and shall be readily separable from the bid documents to facilitate eventual public inspection of the non-confidential sections of the bid documents. Nondisclosure of requested information is subject to Chapter 92F, HRS, and is discoverable unless exempted by law. **Price is not considered confidential and will not be withheld.**

VIII. Discussion with Bidders Prior to Bid Submission

Discussions may be conducted with interested bidders to promote understanding of the HPHA's requirements.

IX. Opening of Bids

Upon receipt of sealed bids by the HPHA at the designated location, bids, modifications to bids, and withdrawals of bids shall be date-stamped, and whenever possible, time-stamped. All documents so received shall be held in a secure place by the HPHA and shall not be examined for evaluation purposes until the bid submittal deadline. Procurement files shall be open to public inspection after a Contract has been awarded and executed by all parties.

Sealed bids received by the due date and time shall be opened at the bid opening. Bid opening will commence at 2:15 p.m. HST on February 6, 2012 at the HPHA, Construction Management Branch, Bldg. C, 1002 North School Street, Honolulu, Hawaii 96817.

In the unlikely event that the HPHA has received a bid offer that was misplaced or mishandled through no fault of the interested bidder, the HPHA shall publicly open the bid offer as soon as possible, and inform all interested bidders about the additional bid offer and the bid price. Said bid offer shall only be opened if there is clear evidence that the bid offer was received by the HPHA by the posted due date, was in the possession of the HPHA, and that the bid offer was not properly opened during the posted bid opening date and time.

X. Additional Materials and Documentation

Bid samples or descriptive literature should not be submitted. Any unsolicited documentation, literature, samples, or brochures will not be examined or tested and will not be deemed to vary any of the provisions of this IFB.

XI. IFB Amendments

The HPHA reserves the right to amend this IFB at any time prior to the closing date for the final revised bids or as allowed under section 3-122, Hawaii Administrative Rules (HAR). Interested bidders will be notified of all amendments through written communication which may include electronic mail, facsimile, or USPS.

XII. Cancellation of the Invitation for Bids

The IFB may be canceled and any or all bid offers may be rejected in whole or in part at the when it is determined by the HPHA to be in the best interests of the State.

XIII. Costs for Bid Preparation and Verification

Any costs incurred by the interested bidders in preparing or submitting a bid offer are the interested bidder's sole responsibility. Any costs incurred by the Successful Bidder prior to the execution of a Contract are not eligible for reimbursement.

Interested bidders shall ensure that the HPHA is provided with the written authorization(s) necessary to verify information provided in the interested bidder's Bid Offer Form.

XIV. Mistakes in Bids

While interested bidders are bound by their bids, circumstances may arise where a correction or withdrawal of bids is proper. An obvious mistake in a bid may be corrected or withdrawn, or waived by the interested bidder to the extent that it is not contrary to the best interest of the HPHA or to the fair treatment of other interested bidders. Mistakes in bids shall be handled as provided for in section 3-122, HAR.

XV. Rejection of Bids

The HPHA reserves the right to consider as acceptable only those bids submitted in accordance with all requirements set forth in this IFB and which demonstrate an understanding of the service specifications. Any bid offering any other set of terms and conditions contradictory to those included in this IFB may be rejected without further notice.

A bid offer may be automatically rejected if it is:

1. Unreasonable in Price. A bid offer is unreasonable in price, if the bid price when compared with price submissions of other prospective bidders, prior Contract prices, and/or prices available on the open market is grossly unbalanced, including the total price of the bid offer, and the prices for individual items; or
2. Materially unbalanced. A bid offer is materially unbalanced, if there is a reasonable doubt that the lowest bid offer would result in the lowest overall cost, or the bid offer is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. An example of a materially unbalanced bid is one where the bidding is at a very high price for the first item and extremely low for subsequent items.

Any bid offer shall be determined non-responsive, if submitted in a manner which alters the bid offer form or does not conform to the format and instructions provided.

XVI. Notice of Award

An award shall be made to the responsive and responsible bidder submitting the lowest total bid price for the initial three (3) year period, option year one (1) and option year two (2).

An award shall not be made as follows:

1. Awarded to the responsible and responsive Bidder submitting the lowest total bid price for the initial three (3) year period ending February 28, 2015 and option year one (1) and option year two (2) located on the Bid Offer Form. See Attachment 3. Interested bidders must submit a bid for printing, folding, inserting monthly tenant rent bill, monthly newsletter, IRS 1099 tax form, inserting pre-printed material and programming costs for changing text to be considered responsive. The award of the initial 3-year Contract period shall not be deemed a commitment on the part of the HPHA to automatically exercise the two (2) additional 1-year option periods; and
2. In the case of a tie, the bid shall be awarded to the present Contractor, providing it is one of the tied bidders and whose previous business and/or performance indicate that it was responsible. If the present Contractor is not a tied bidder, the bid award shall be by the flip of a coin or some other random means of selection.

Any Contract arising out of this solicitation shall be subject to the approval of the Department of the Attorney General as to form and to all further approvals as required by statute, regulation, rule, order or other directive.

No work shall be undertaken by the Successful Bidder prior to the Contract start date of March 1, 2012 and receipt of a written Notice To Proceed (NTP). The HPHA is not liable for any work, contract costs, expenses, loss of profits, or any damages whatsoever incurred by the Successful Bidder prior to the Contract start date.

The Successful Bidder shall produce documents to the Procurement Officer to demonstrate compliance with the Reference Responsibility of Bidder in section 3-122-112, HAR. The Successful Bidder receiving an award shall be required to enter into a formal written Contract with the HPHA. The General Conditions of the Contract are attached and service specifications are included herein. See respective Attachments 4 to 12.

XVII. Protests

An unsuccessful bidder may protest the solicitation or award of services only for a serious violation of procurement policies and operational procedures. Only the following matters may be protested:

- (1) A state purchasing agency's failure to follow procedures established by Chapter 103D, HRS.
- (2) A state purchasing agency's failure to follow any rule established by Chapter 103D, HRS.
- (3) A state purchasing agency's failure to follow any procedure, requirement, or evaluation criterion in a request for proposals issued by the state purchasing agency.

The Notice of Protest shall be mailed by USPS or hand delivered to the head of the State Contracting Office and the Procurement Officer as indicated below within five (5) working days of the postmark of the Notice of Non-Award sent to the protestor. A protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. A protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the Contract. Delivery services other than USPS shall be considered hand deliveries and considered submitted on the date of actual receipt by the State Contracting Office. Any notice of award letter(s), resulting from this solicitation shall be posted on the Procurement Reporting System on the State Procurement Office website at <http://www.hawaii.gov/spo2/source/>.

Head of State Contracting Office		Procurement Officer	
Name:	Hakim Ouansafi	Name:	Rick Sogawa
Title:	Executive Director	Title:	Acting Procurement Officer
Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817	Mailing Address:	P.O. Box 17907 Honolulu, Hawaii 96817
Business Address:	1002 North School Street Honolulu, Hawaii 96817	Business Address:	1002 North School Street Honolulu, Hawaii 96817

XVIII. Availability of Funds

The award of a Contract and any allowed extension are subject to allotments made by the Director of Finance, State of Hawaii, pursuant to Chapter 37, HRS, and/or appropriation by the United States Congress and is subject to the availability and allocation by the State Legislature and/or the United States Department of Housing and Urban Development. The HPHA shall retain the authority to cancel an award and/or not exercise the option period due to the lack of available funds.

Nothing in this IFB shall be construed to obligate the State of Hawaii or the HPHA to pay for services for Federal low income public housing complexes with State funds.

XIX. Monitoring and Evaluation

The Successful Bidder's performance of the Contract will be monitored and evaluated by the Contract Administrator. The HPHA shall provide the Successful Bidder with a copy of all monitoring reports for their information and necessary corrective action.

Failure to comply with all material terms of the Contract may be cause for suspension or termination as provided in the general conditions. The Successful Bidder may be required to submit additional written reports, including a corrective action plan in response to monitoring conducted by the HPHA. These additional reports shall not be considered a change to the scope of work of the Contract, but shall continue for the duration of time as deemed necessary by the HPHA.

XX. General and Special Conditions of Contract

The General Conditions of the Contract set forth in Attachment 11 may also be found on the SPO website at www.spo.hawaii.gov.

Any necessary Special Conditions may be imposed under the Contract by the HPHA. In the case of a conflict between the Special Conditions and the General Conditions, the Special Conditions shall apply.

The HPHA reserves the right to make small or major modifications to the quantity of items or reporting requirements contingent upon unforeseen conditions.

XXI. Cost Principles

The HPHA shall utilize standard cost principles at section 3-123 HAR, which are available on the State Procurement Office website. Nothing in this section shall be construed to create an exemption from any cost principle arising under State and Federal law.

(END OF SECTION)

Section 2

Specifications

Section 2 Specifications

I. Introduction

A. Purpose or need

The Hawaii State Legislature established the HPHA under Chapter 356D, HRS. The HPHA consolidates all state low income housing functions and is administratively attached to the Department of Human Services. The HPHA is a public body and a body corporate and politic. The HPHA's role is to address the housing needs of low income families in Hawaii. The purpose of this IFB is to competitively procure operational and maintenance services for the new sewage treatment plant at Kupuna Home O'Waialua located on the Island of Oahu.

B. Funding source and period of availability

Funds are subject to appropriation by the State's Director of Finance and/or United States Congress and allocation by the Governor, State Legislature and/or the United States Department of Housing and Urban Development. Funding and period of availability may change upon notice to the HPHA.

It is understood that an award shall not be binding unless the HPHA and/or the State Comptroller indicates that there is available an unexpended appropriation or balance of an appropriation over and above all outstanding contracts sufficient to cover the amount required by the Contract. Any Contract entered into as a result of this IFB is binding only to the extent that funds are certified as available and that the availability of funds in excess of the amount certified as available shall be contingent upon future appropriations or special fund revenues.

If there should be insufficient funds for any portion of the Contract period beyond the initial 3-year period ending February 28, 2015, the HPHA may terminate the Contract or revise the amount/quantity of services required without penalty. Services will be reduced or rescheduled at the same bid price.

Any additional services purchased under the terms of the Contract resulting from this IFB shall be at the same or similar contracted rates.

Any use of Federal funds may require the prior written approval of the U.S. Department of Housing and Urban Development.

II. General Requirements

A. Specific requirements

1. The Successful Bidder shall comply with the Chapter 103D, HRS, Cost Principles for Purchase of Goods and Services and applicable HUD rules. The Successful Bidder shall also comply with applicable HUD rules at Handbook No. 2210.18.
2. The Successful Bidder must have no outstanding balances owing to the HPHA. Exceptions may be granted by the Executive Director of the HPHA for debts recently acquired and for debts which have a repayment plan approved by the Executive Director of the HPHA.
3. Interested bidders must be in good standing with the Department of Commerce and Consumer Affairs and submit a certificate to the HPHA with the Bid.

To obtain a *Certificate of Good Standing* go online to www.hawaii.gov/dcca/areas/breg and follow the prompt instructions. To register or to obtain a "Certificate of Good Standing" by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). The "Certificate of Good Standing" shall be valid for six (6) months from date of issue and must be valid on the date it is received by the HPHA and until the Contract is fully executed by both parties. Interested bidders are advised that there are costs associated with registering and obtaining a "Certificate of Good Standing" from the DCCA.

4. Pursuant to section 103D-328, HRS, the Successful Bidder shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS) prior to execution of an agreement. The certificate shall be valid for six (6) months from the most recent approval stamp date on the certificate. The certificate must be valid on the date it is received by the HPHA and until the Contract is fully executed by both parties.

The tax clearance certificate can be obtained from the State of Hawaii, DOTAX. The *Tax Clearance Application Form A-6 (Rev. 2003)* is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX

Website: http://www.hawaii.gov/tax/a1_1alphalist.html
Tel: (808) 587-7527

The application for the clearance is the responsibility of the Successful Bidder, and must be submitted directly to the DOTAX or IRS and not to the purchasing agency for processing.

5. Pursuant to section 103D-310(c), HRS, the interested bidder shall be required to submit an approved and valid certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the HPHA and until the Contract is fully executed by both parties. Sole proprietorships are exempt from this requirement.

The certificate of compliance may be obtained on the State of Hawaii, *DLIR APPLICATIONS FOR CERTIFICATE OF COMPLIANCE WITH SECTION 3-122-112, HAR, Form LIR#2*. It is available at www.dlir.state.hi.us/LIR#27, or at the neighbor island DLIR District Offices. The DLIR will return the form to the Successful Bidder, who in turn shall submit it to the HPHA.

The application for the certificate is the responsibility of the Successful Bidder, and must be submitted directly to the DLIR and not to the HPHA for processing.

However, instead of separately applying for these certificates at the various state/federal agencies, the HPHA recommends that interested bidders use the Hawaii Compliance Express (HCE), which allows business to register online through a simple wizard interface at:

<http://vendors.ehawaii.gov/hce/splash/welcome.html>

The HCE provides the applicant with a "Certificate of Vendor Compliance" with current compliance status as of the issuance date, accepted for both contracting purposes and final payment. Interested bidders that elect to use the new HCE services will be required to pay an annual fee of \$12.00 to the Hawaii Information Consortium, LLC (HIC).

6. The Successful Bidder shall maintain insurance acceptable to the HPHA in full force and effect throughout the term of this Contract. The policies of insurance maintained by the Successful Bidder shall provide the following minimum insurance coverage.

<u>Coverage</u>	<u>Limit</u>
General Liability Insurance (occurrence form)	\$2,000,000.00 combined single limit per occurrence for bodily injury and property damage.
Automobile Insurance covering all owned, non-owned and hired automobiles.	Bodily injury liability limits of <u>\$1,000,000.00</u> each person and <u>\$1,000,000.00</u> per accident and property damage liability limits of <u>\$1,000,000.00</u> per accident; OR Combined single limit of \$2,000,000.00

Workers Compensation as required by laws of the State of Hawaii.

Insurance to include Employer's Liability. Both such coverages shall apply to all employees of the Successful Bidder and to all employees of sub-contractors in case any sub-contractor fails to provide adequate similar protection for all his employees.

A certificate of insurance evidencing such insurance is required prior to commencement of services. The insurance policy required by this Contract is as follows:

- (a) The CONTRACTOR shall notify the STATE in writing of any cancellation or change in provisions thirty calendar days prior to the effective date of such cancellation or change.
- (b) The State of Hawaii, the Hawaii Public Housing Authority (HPHA), its elected and appointed officials, and employees are added as additional insured with respect to operations performed under this Contract. The policy shall constitute primary insurance for the STATE, covering liability arising out of or resulting for occurrences during or in connection with the performance of the Contract.
- (c) The HPHA is a self-insured State agency. The Successful Bidder's insurance shall be primary. Any insurance maintained by the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by the Successful Bidder.

The minimum insurance required shall be in full compliance with the Hawaii Insurance Code throughout the entire term of the Contract, including all Supplemental Contract(s).

The Successful Bidder agrees to provide the HPHA, before the effective date of the Contract, certificate(s) of insurance necessary to satisfy the HPHA that the insurance provisions of this Contract have been complied with and to keep such insurance in effect and the certificate(s) therefore on deposit with the HPHA during the entire term of this Contract. Upon request by the HPHA, the Successful Bidder shall furnish a copy of the policy or policies.

Failure of the Successful Bidder to provide and keep in force such insurance shall be regarded as material default under this Contract. The HPHA shall be entitled to exercise any or all of the remedies provided in this Contract for such default of the Successful Bidder.

The procuring of such required policy or policies of insurance shall not be construed to limit the Successful Bidder's liability hereunder or to fulfill the indemnification provisions and requirements of this Contract.

Notwithstanding said policy or policies of insurance, the Successful Bidder shall be obligated for the full and total amount of any damage, injury, or loss caused by negligence or neglect in connection with this Contract.

7. Interested bidders are advised that if and upon award of the Contract under this solicitation, the Successful Bidder shall furnish proof of compliance with the requirements of section 3-122-112, HAR:

- a. Chapter 237, HRS, tax clearance;
- b. Chapter 383, HRS, unemployment insurance;
- c. Chapter 386, HRS, workers' compensation;
- d. Chapter 392, HRS, temporary disability insurance;
- e. Chapter 393, HRS, prepaid health care; and
- f. One of the following:

- i. The Successful Bidder shall be registered and incorporated or organized under the laws of the State (hereinafter referred to as a "Hawaii business"); or

Hawaii business. A business entity referred to as a "Hawaii business" is registered and incorporated or organized under the laws of the State of Hawaii. As evidence of compliance, the Successful Bidder shall submit a CERTIFICATE OF GOOD STANDING issued by the Department of Commerce and Consumer Affairs Business Registration Division (BREG). A Hawaii business that is a sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate. A Successful Bidder's status as sole proprietor or other business entity and its business street address indicated on the Qualification Questionnaire Form, page 1, will be used to confirm that the Successful Bidder is a Hawaii business. See Attachment 1.

- ii. The Successful Bidder shall be registered to do business in the State. (hereinafter referred to as a "compliant non-Hawaii business").

Compliant non-Hawaii business. A business entity referred to as a "compliant non-Hawaii business," is not incorporated or organized under the laws of the State of Hawaii but is registered to do business in the State. As evidence of compliance, the Successful Bidder shall submit a *CERTIFICATE OF GOOD STANDING* or a valid *CERTIFICATE OF VENDOR COMPLIANCE*.

The above certificates should be applied for and submitted to the HPHA as stated in this IFB. If either valid certificate is not submitted on a timely basis for award of a Contract, an otherwise responsive and responsible bid may not receive the award.

8. No performance or payment bond is required.

9. During the performance of this Contract, the Successful Bidder agrees not to discriminate against any employee or applicant for employment in compliance with State, Federal and local laws. Such actions shall include but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Successful Bidder shall insert similar provisions in all subcontracts.
10. The Successful Bidder shall have a permanent office from where it conducts business and where it will be accessible to telephone calls for complaints or requests that need immediate attention. An answering service is not acceptable. A permanent office location and phone number shall be stated on the interested bidder's bid.

B. Single or multiple contracts to be awarded

☒ Single ☐ Multiple ☐ Single & Multiple

C. Single or multi-term contracts to be awarded

☐ Single term (≤ 2 yrs) ☒ Multi-term (> 2 yrs.)

Initial term of contract:	3 years
Number of extensions:	2
Length of each extension:	Up to 1 year (may be less than 1 year when it is in the best interest of the State)
Maximum length of contract:	Up to 5 years

The initial period shall commence on the Contract start date. The following conditions must be met for an extension:

1. The Successful Bidder experienced cost savings and has unexpended funds available that can be used to provide additional services; or
2. The HPHA determines there is an ongoing need for the services and has funds to extend services up to 2-years but not to exceed 1-year for any given period. Contract extensions shall be awarded at the same or comparable rates as the Primary Contract. Exceptions shall be granted upon satisfactory justification such as increase in cost of services or cost of living increase as provided herein; and
3. A Supplemental Contract must be executed prior to expiration of the Primary Contract; and
4. The Contractor must obtain HPHA approval in writing and a notice to proceed with the extension; and
5. The necessary State and/or Federal funds are available and have been allotted for an extension; and

6. The HPHA may be required to obtain HUD approval if HUD federal funds are to be used; and
7. The HPHA has determined that the Successful Bidder has satisfactorily provided services over the current Contract term.

The Primary Contract is being executed for a 3-year period beginning March 1, 2012 and ending on February 28, 2015.

The option to extend the Contract shall be at the sole discretion of the HPHA. The Contract may be extended without the necessity of rebidding at the same rates as proposed in the original bid, unless price adjustments are made and approved as provided herein.

The Successful Bidder shall provide the requested insurance information and a completed wage certificate. The Successful Bidder shall pay the State of Hawaii general excise tax and all other applicable taxes.

D. Statutory Requirements of Section 103-55, HRS

Interested bidders shall complete and submit the attached wage certification by which the interested bidder certifies that the services required will be performed pursuant to section 103-55, HRS. See Attachment 2.

Interested bidders are advised that section 103-55, HRS, provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Interested bidders are further advised that in the event of an increase in wage rates to public employees performing similar work during the Contract period, the Successful Bidder shall be obligated to provide wages no less than those increased wages.

E. Bid Price

The base bid price shall be the all-inclusive cost to the HPHA, (including all applicable taxes) for providing the services specified. The base bid price shall be applicable to the operational and preventive maintenance services provided during normal work hours. The HPHA is not responsible for and shall not pay overtime pay resulting from the Successful Bidder's scheduling of his employees. Interested bidders shall account for any published wage increase in their bid offers. The State shall not approve requests for contract adjustments due to wage increases during the term of the Contract. It is the sole responsibility of the Successful Bidder to comply to section 103-55, HRS.

The Successful Bidder's base bid price shall include any increase in costs for benefits required by law that are automatically increased as a result of increased wages, such as federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

The interested bidder's base bid price shall include all administrative and personnel costs and any increase in costs for benefits required by law that are automatically increased as a result of increase wages, including without limitation, federal old age benefits, workers' compensation, temporary disability insurance, unemployment insurance, and prepaid public health insurance.

F. Price Adjustment by the State

Emergency Calls: The Successful Bidder shall agree to make unscheduled emergency calls when requested by the HPHA in emergency situations or if the HPHA anticipates the need for services that are due to circumstances that cannot be predicted at the time of this IFB.

The bid price per hour for emergency calls **shall not** exceed the bid price per hour for regularly scheduled operational and preventive maintenance services at a rate higher than 1.5 times the regular rate. A bid offer for emergency hours that is submitted at higher than 1.5 times the regular rate shall be considered non-responsive. At the time of the solicitation, the HPHA anticipates approximately 20 emergency call hours per year. The projected number of call hours is an estimated number. This does not mean to imply that the HPHA will utilize these definite amounts.

III. Contract Monitoring & Payments

A. Contract Monitoring

1. The satisfactory provision of services shall be monitored by the HPHA. Performances will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods by the HPHA and his/her designated representative(s).
2. Should the Successful Bidder fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defects or failure and to deduct such costs from monies due to the Successful Bidder or to assess the Successful Bidder directly.

3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this IFB, and the Contract, which is attached, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct from the Successful Bidder this cost and from any monies due or that may thereafter become due to the Successful Bidder (the cost to the HPHA of procuring such services). In case the monies due is insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.

B. Damages

1. The Successful Bidder shall repair all damages caused by the Successful Bidder's equipment or employees to existing utilities and structures, such as water lines, electric conduits, sewer lines and buildings. If such repairs are not completed within a reasonable time, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct for the Successful Bidder this cost and from any monies due or thereafter become due to the Successful Bidder. In the event money due to the Successful Bidder is insufficient for this purpose, the Successful Bidder shall pay the difference upon demand by the HPHA.
2. The HPHA will submit a report to the Successful Bidder listing any discrepancies or contract violation(s) which need correction. These discrepancies or contract violation(s) must be corrected by the time periods specified herein for payment adjustment purposes.

C. Payment

1. Section 103-10, HRS, provides that the HPHA shall have thirty calendar days after receipt of invoice or satisfactory delivery of goods or performance of the services to make payment. For this reason, the HPHA will reject any bid submitted with a condition requiring payment within a shorter period. Further, the HPHA will reject any bid submitted with a condition requiring interest payments greater than that allowed by section 103-10, HRS, as amended.
2. The Successful Bidder shall submit a monthly invoice, one (1) original and two (2) copies, for services rendered to:

Hawaii Public Housing Authority
Construction Management Branch
1002 N. School Street
Honolulu, HI 96817

The date of the invoice shall be the date received by the HPHA.

3. All invoices shall reference the Contract number assigned to the Contract. Payment shall be in accordance with section 103-10, HRS, upon certification by the OIC or designee that the Successful Bidder has satisfactorily performed the services specified.

Payment shall be made monthly and based on the actual periodic maintenance task performed by the Successful Bidder. The Successful Bidder shall submit monthly invoices for payment, listing dates and the periodic maintenance task rendered for the previous month. All charges for additional work, if any, shall be described, and the charges shall be computed at the contracted rate per hour on a separate invoice. The Successful Bidder shall clearly indicate any adjustments to the billing statement for work not performed including without limitation damages for failure to deliver the required services.

3. The Successful Bidder shall submit invoices for payment no earlier than the first of month for services provided in the previous month.
4. Charges for emergency situations, additional and/or changes in the maintenance service shall be submitted on a separate invoice and will be paid by a separate purchase order.
5. For final payment, the Successful Bidder must submit a valid original tax clearance certificate "Certification of Compliance for Final Payment" (SPO Form-22). A copy of the Form is available at www.spo.hawaii.gov. Select "forms for Vendors/Contractors" from the Chapter 103D, HRS.

The Successful Bidder is required to submit a tax clearance certificate for final payment on the Contract. A tax clearance certificate, not over two (2) months old, with an original green certified copy stamp, must accompany the invoice for final payment on the Contract.

IV. Performance Monitoring & Remedies

A. Performance Monitoring

1. The performance of work shall be monitored by the Contract Administrator. Performance will be monitored on an ongoing basis by the HPHA through desk monitoring, site inspection and/or other methods.
2. Should the Successful Bidder fail to comply with the requirements of the Contract, the HPHA reserves the right to engage the services of another company to perform the services, to remedy the defect or failure and to deduct such costs from monies due to the Successful Bidder or to directly assess the Successful Bidder.

3. In the event the Successful Bidder fails, refuses, or neglects to perform the services in accordance with the requirements of this Invitation for Bids, and the Contract, the HPHA reserves the right to purchase in the open market, a corresponding quantity of services, and to deduct this cost from money due to the Successful Bidder on the Contract. In case money due to the Successful Bidder is insufficient for the purpose, the Successful Bidder shall pay any balance due upon demand by the HPHA. The HPHA may also utilize all other remedies provided under the Contract and by law and rules.
4. Failure or refusal of the Successful Bidder to perform required services may be grounds to suspend or terminate the Contract as detailed in the General Conditions.

B. Liquidated Damages

1. Liquidated damages are fixed at the sum of FIFTY DOLLARS (\$50.00) for each calendar day that the Successful Bidder fails to perform in whole or in part any of its obligations in accordance with the terms of paragraph 9 of the General Conditions. Liquidated damages may be deducted from any payments due or may become due to the Successful Bidder. The Successful Bidder shall pay for any balance due upon demand by the HPHA.

C. Termination

The HPHA reserves the right to terminate any Contract without penalty for cause or convenience as provided in the General Conditions.

V. Minimum and/or Mandatory Requirements for Goods/Services

A. General

1. The Successful Bidder shall coordinate a schedule with the AMP Manager for operational and maintenance services. Any changes to the schedule shall be agreed upon by both parties no less than five (5) business days prior to the scheduled date.
2. All work must be done between 8:00 a.m. and 4:30 p.m. Monday through Friday, excluding state holidays.
3. The Successful Bidder shall provide proper safety signs, as necessary, and shall not obstruct the free flow of traffic, ingress and egress of private driveways and public right-of-way access. The Successful Bidder shall also take adequate measures to alert, warn and protect the public from any loud noise and noxious odors from work site.

4. The successful bidder's vehicles shall be restricted to existing roadways located in the projects. No vehicles shall be permitted on grassy areas or walkways without prior approval from the AMP Manager.

B. Inspection

1. Work tools, materials, supplies, appurtenances and other equipment shall be subject to inspection at the work site by the AMP Manager during and after the completion of work.
2. All corrective measures shall be documented on inspection forms. The successful bidder shall comply with all notices for corrective work or correction of defective tools and equipment and shall perform all additional work to correct the existing substandard condition.
3. Inspection by the HPHA shall be made within 48 hours after completion of the work.

C. Emergency Work

1. The successful bidder shall provide 24-hour service capabilities to handle emergency service, repair or replacement. Emergency services shall be paid for by the HPHA to the Contractor on an actual time and material basis. The Contractor will be paid via a purchase order.
2. The successful bidder shall start work within four (4) hours upon notification by the AMP Manager to an emergency situation. An emergency situation includes a threat to public health, life, welfare or safety by reason of unsanitary and/or hazardous conditions.
3. At the time of bidding, the successful bidder must have specified on the appropriate Bid Form page the hourly wage rate for emergency situations. If the successful bidder failed to specify the hourly wage rate, the regular hourly wage rate shall be used.

D. Technical Specifications (see Attachment 4)

(END OF SECTION)

Section 3

Forms and Instructions

Section 3

Forms and Instructions

General Instructions for Completing Forms

1. *Bid offers shall be submitted to the HPHA in the prescribed format as outlined within this IFB*
2. *No supplemental literature, brochures or other unsolicited information should be included in the bid packet.*
3. *A written response is required for each item unless otherwise indicated.*
4. *Bid documents and all certifications should be completed with black ink.*

I. Bid Offer Form

The bid offer form must be completed and submitted to the HPHA by the required due date and time, and in the form prescribed by the HPHA. See Attachment 3. Electronic mail and facsimile transmissions shall not be accepted.

Interested bidders shall submit their bid offer under the interested bidder's exact legal name that is registered with the Department of Commerce and Consumer Affairs and shall indicate this exact legal name in the appropriate space on page D-3 of the Bid Offer Form. Failure to do so may delay proper execution of the Contract.

The HPHA reserves the right to apply liquidated damages as set forth in Section 2, Paragraph IV of the IFB for the delay in Contract execution on the part of the Successful Bidder.

The interested bidder's authorized signature shall be an original signature in ink. If the Bid Offer Form, Attachment 3 is unsigned or the affixed signature is a facsimile or a photocopy, the bid offer shall be automatically rejected.

Interested bidder shall provide the requested insurance information and a completed wage certificate. The Successful Bidder shall pay the State of Hawaii general excise tax and all other applicable taxes.

A bid security deposit is not required for this IFB. Security costs shall indicate costs for security, including personnel costs, benefits and necessary insurance and administrative costs, including supervisor salaries.

The successful bid shall be determined by the total bid price for operational and preventive maintenance services required for the new sewage treatment plant at Kupuna Home O'Waialua for the 3-year period ending February 28, 2015, and for option year one (1) and option year two (2) periods.

The option to extend the Contract shall be at the sole discretion of the HPHA and if determined to be in the best interests of the State. The Contract shall be extended at the same rates as proposed in the original bid unless price adjustments are provided herein.

II. General Conditions

The State of Hawaii's General Conditions of the Contract are attached for the interested bidder's review and information. See Attachment 12. The General Conditions shall be incorporated into the Contract with the Successful Bidder.

(END OF SECTION)

Section 4
Bid Evaluation & Award

Section 4

Bid Evaluation & Award

I. Bid Evaluation

Each bid offer will be reviewed by the HPHA. A bid offer determined to be in exact conformity of the requirements in the IFB shall be known as a “responsible bid”. Information provided in the Qualification Questionnaire with the bid offer that results in a determination that the interested bidder has the technical and financial capacity to deliver the goods or services shall be known as a “responsive bid”.

II. Method of Award

An award shall be made to the lowest responsible and responsive bidder’s grand total base bid price that includes the price for the initial 3-year period, option year one (1) and option year two (2). To be considered a responsive bid and eligible for an award, the interested bidder must bid on the initial 3-year period, option year one (1) and option year two (2).

The option to extend the Contract shall be at the sole discretion of the HPHA. Nothing in this IFB shall be construed or interpreted to mean that the HPHA is obligated to exercise the option periods. The Contract may be extended without the necessity of rebidding at the same rates as proposed in the original bid, unless price adjustments are made and conditions are met as described in Section 2, Specifications of this IFB.

In the event there are no responsive and responsible bids, an alternative procurement method may be used by the HPHA pursuant to Chapter 3-122-35, HAR. The HPHA may conduct a re-solicitation or an alternative procurement method.

The low bid must conform to all requirements of the IFB in order to be determined responsive.

Section 5

Attachments

Section 5

Attachments

- | | |
|--|--------------------------|
| 1. Qualifications Questionnaire | Due February 6, 2012 |
| 2. Wage Certificate | Due February 6, 2012 |
| 3. Bid Offer Form | Due February 6, 2012 |
| 4. Technical Specifications | For Bidder's information |
| 5. Site Plan | For Bidder's information |
| 6. Sample Contract Based on Competitive Sealed Bid for
Goods and Services (6/22/2009) | For Bidder's information |
| 7. Sample Contract – Attachment S1, Scope of Services | For Bidder's information |
| 8. Sample Contract – Attachment S2, Compensation and
Payment Schedule | For Bidder's information |
| 9. Sample Contract – Attachment S3, Time of Performance | For Bidder's information |
| 10. Sample Contract – Attachment S4, Certificate of
Exemption from Civil Service | For Bidder's information |
| 11. Sample Contract – Attachment S5, Special Conditions | For Bidder's information |
| 12. General Conditions, AG-008 Rev. 4/15/2009 | For Bidder's information |
| 13. Site Map | For Bidder's information |
| 14. Hawaii State Government 2011/2012 Holiday Schedule | For Bidder's information |

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